REPORT TO CITY COUNCIL

DATE: **FEBRUARY 13, 2008**

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **GREG RAMIREZ, CITY MANAGER**

BY: **RAMIRO ADEVA, CITY ENGINEER**

SUBJECT: **AUTHORIZATION TO AWARD THE MALIBU CREEK WATERSHED COMPLIANCE MONITORING CONTRACT TO CLEAN LAKES INC, AND AUTHORIZATION FOR THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PARTICIPATING AGENCIES**

On December 12, 2007, the City Council authorized staff to take the lead on compliance monitoring efforts for the Malibu Creek Watershed and to solicit proposals for professional water quality monitoring services. This report requests the City Council's authorization to award the monitoring contract to Clean Lakes, Inc., and for the City Manager to enter into an agreement with participating agencies to manage the compliance monitoring program.

On January 28, 2008, the City received three proposals from Ventura Regional Sanitation District, Clean Lakes Inc, and Kleinfelder West, Inc. A selection committee comprised of representatives from the City's Engineering Division, County of Los Angeles, and the cities of Calabasas, Malibu, and Westlake Village felt Clean Lakes, Inc., demonstrated they were the most experienced and best qualified to meet the expectations of the City and watershed agencies. Clean Lakes, Inc., has an excellent reputation in both the public and private sectors.

The selection committee also reviewed the cost proposal provided by Clean Lakes, Inc., which is comparable to the other submitted proposals, and much less than the anticipated costs budgeted for this service. The breakdown of the annual costs for the contract are as follows:

YEAR 1	YEAR 2	YEAR 3
$105,987.80	$107,467.50	$107,880.81

The three-year contract is scheduled to begin shortly after authorization is approved, and will allow for two optional two-year extensions upon mutual consent of both parties.

Staff contacted many of the references for Clean Lakes, Inc., to discuss past work, and all of them indicated the firm's performance was excellent.

Since the compliance monitoring plan is inclusive of many agencies, an agreement was developed to be executed between the Cities of Agoura Hills, Calabasas, Hidden Hills, Malibu,

and Westlake Village, County of Los Angeles and Caltrans. The agencies will provide their fair share of the contract cost based on land area, plus a 15% management fee to the City, in exchange for management of the compliance monitoring program and the Clean Lakes, Inc., contract. The lead agency position will be rotated every three years between the participating agencies. The City's fair-share cost portion has changed from the 12.9% presented to Council at the December 12, 2007 meeting to 15.3%, due to the City of Thousand Oaks participating with the County of Ventura in a common, but separate compliance monitoring program.

The proposed professional services agreement and memorandum of understanding have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the three-year professional services agreement with Clean Lakes, Inc., for professional water quality monitoring services;
2. Authorize the Mayor to sign the professional services agreement on behalf of the City Council;
3. Authorize the City Manager to enter into an agreement with the participating agencies on behalf of the City Council.

Attachments: Professional Services Agreement with Clean Lakes, Inc.
Agreement with the Participating Agencies

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT:	Clean Lakes, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Thomas Moorhouse Vice President
CONSULTANT'S ADDRESS:	31320 Via Colinas, Unit 114 Westlake Village, CA 91362
COMMENCEMENT DATE:	February 18, 2008
TERMINATION DATE:	February 18, 2011
CONSIDERATION:	Three-Year Contract NTE $108,000/Year

AGREEMENT WITH THE CITY OF AGOURA HILLS

AND

CLEAN LAKES, INC.

FOR PROFESSIONAL MONITORING SERVICES

THIS CONTRACT, is made and entered into in the CITY of Agoura Hills on this 13th day of February, 2008, by and between CITY OF AGOURA HILLS, a municipal corporation, herein after referred to as CITY, and Clean Lakes, Inc., hereinafter referred to as "CONSULTANT"

W I T N E S S E T H:

WHEREAS, CITY desires to obtain the services of a competent and experienced CONSULTANT to perform related professional duties as set forth in Exhibit "A" attached and made a part of this agreement; and

WHEREAS, CONSULTANT possesses the required competence and experience and is available to provide the required service for the period of this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. TERM. The term of this Contract shall be from February 18, 2008, through February 18, 2011. This Contract may be extended for a maximum of two, one-year extensions upon the expiration of the initial contract, upon mutual consent of the parties.

2. CITY'S OBLIGATIONS. After CONSULTANT has performed the services as specified in this Contract, CITY will pay, and CONSULTANT shall receive, payments based upon the actual services received by CITY and the fees charged by CONSULTANT at the rates established as shown in Exhibit "B" attached hereto and made a part of this Agreement.

Payments to the CONSULTANT shall be made within 30 days after receipt of an original invoice from the CONSULTANT and acceptance of the services.

3. CONSULTANT'S OBLIGATIONS. For and in consideration of the payments and agreements herein, before-mentioned to be made and performed by CITY, CONSULTANT agrees with CITY to furnish the services and to do everything required by this CONTRACT, the scope of work attached hereto as Exhibit "A", and the Proposal submitted by the CONSULTANT. Without limiting the generality of the foregoing, CONSULTANT represents on behalf of itself and all subcontractors engaged for the performance of this Contract that only persons authorized to work in the United

States, pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws, shall be employed in the performance of the work hereunder.

4. HOLD HARMLESS AND INDEMNIFICATION. CONSULTANT agrees to defend, indemnify, and hold harmless CITY, its officials, officers, employees, representatives, and agents, from and against all claims, lawsuits, liabilities or damages of whatsoever nature arising out of or in connection with any intentional misconduct or negligent act or omission of CONSULTANT, its agents, employees, and subcontractors of any tier and employees thereof in connection with the performance or nonperformance of this Contract. The CONSULTANT shall thoroughly investigate any and all claims and indemnify the CITY and do whatever is necessary to protect the CITY, its officials, officers, employees, agents, and representatives as to any such claims, lawsuits, liabilities, expenses, or damages.

5. INSURANCE. CONSULTANT shall furnish CITY with proof of the following minimum insurance coverages prior to the execution hereof:

a)	General Comprehensive Liability Combined single limit (must be written on an occurrence form and include bodily injury, property damage)	$1,000,000	
b)	Automobile Liability for owned autos and non-owned/hired autos (must be written on an occurrence form)	$1,000,000	
c)	Professional Liability/Errors & Omissions	$1,000,000	
d)	Worker's Compensation	$ 250,000	Statutory

Coverage 5.a) and b) shall also include a CITY approved endorsement form or a copy of insurance policies providing an additional insured endorsement covering the CITY, its agents and employees, and all of the foregoing insurance shall include an unequivocal clause stating that none of the required insurance shall be canceled or materially changed without 30 days prior written notice to the CITY. For coverage 5.a) and b) a CITY-approved endorsement or certified copy of insurance policies providing coverage shall be submitted to and approved prior to commencement of any work.

6. AMENDMENTS. Any amendment, modification, or variation from the terms of this Contract shall be in writing and shall be effective only upon approval by the City Engineer of the CITY.

7. TERMINATION. CONSULTANT may not terminate this Contract except upon 30 days written notice, and upon receiving the prior written consent of CITY, which shall not be withheld unreasonably. CITY may terminate this Contract without cause, upon thirty (30) days written notice to CONSULTANT in which case CONSULTANT shall be entitled to receive compensation for the reasonable value of CONSULTANT'S services performed through the termination date. Furthermore, if, during the term of this Contract, CITY determines that CONSULTANT is not faithfully abiding by any term or condition contained herein, CITY may notify CONSULTANT in writing of such defect or failure to perform; such notice must give CONSULTANT a 24-hour notice of time thereafter in which to perform said work or cure the deficiency. If CONSULTANT has not performed the work or cured the deficiency within the time specified in the notice, or if a similar failure to perform or deficiency is repeated, such shall constitute a breach of this Contract and CITY may terminate this Contract immediately by written notice to CONSULTANT to said effect. In said event, CONSULTANT shall be entitled to the reasonable value of its services performed up to the day it received CITY's Notice of Termination, minus any offset from such payment representing the CITY's damages from such breach. Failure of CONSULTANT to provide CITY staff reports, exhibits, charts, graphs, and other written material, which meets or exceeds reasonable professional standards, shall cause damages which are unascertainable at the inception hereof, entitling CITY to offset any payments due on the contract in the form of liquidated damages not exceeding the balance due on the contract, and not as a penalty. CITY reserves the right to delay any post-termination payment until completion or confirmed abandonment of the project, as may be determined in the CITY's sole discretion, so as to permit a full and complete accounting of costs. In no event shall CONSULTANT be entitled to receive in excess of the compensation quoted in its proposal/bid.

8. INCORPORATION BY REFERENCE. The Request for Proposal and the Proposal Submission are hereby incorporated in and made a part of this Contract. In the event of a conflict the priority of documents shall be: (1) This Agreement; (2) Request for Proposal; (3) Proposal Submission.

9. ASSIGNMENT/SUCCESSORS. Neither party hereto shall assign any of the benefits or burdens hereunder without the prior written consent of the other party hereto. Assigns and successors to the parties hereto shall be bound by the provisions hereof.

10. COMPLETE AGREEMENT. This written Contract, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

11. TIME OF PERFORMANCE. Time is of the essence in this Contract.

12. ANTI-DISCRIMINATION. In the performance of the terms of this Contract, CONSULTANT agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to Labor Code Section 1735.

13. AUDIT. CITY shall have the option of inspecting and/or auditing all records and other written materials used by CONSULTANT in preparing its statements to CITY as a condition precedent to any payment to CONSULTANT.

14. NOTICE. All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

CITY: Ramiro Adeva, City Engineer
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

CONSULTANT: Thomas Moorhouse
31320 Via Colinas, Unit 114
Westlake Village, CA 91362

15. AUTHORITY TO EXECUTE AGREEMENT. Both CITY and CONSULTANT do covenant that each individual executing this Contract on behalf of each party is a person duly authorized and empowered to execute Contract for such party.

16. CONFLICT OF INTEREST. Neither CONSULTANT nor any employees, agents, or subcontractors of CONSULTANT who will be assigned to this project, to the best of CONSULTANT'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this Contract. Should either party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict CITY may terminate the agreement immediately on the same conditions applicable when CONSULTANT fails to provide to CITY staff reports, exhibits, charts, etc. (See Section 7 hereof).

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

_____
Kimberly M. Rodrigues, City Clerk
City of Agoura Hills

CITY OF AGOURA HILLS,
a Municipal Corporation

By: _____
John Edelston, Mayor
City of Agoura Hills

APPROVED AS TO FORM:

_____
Craig Steele, City Attorney
City of Agoura Hills

CONSULTANT:

Clean Lakes, Inc.
31320 Via Colinas, Unit 114
Westlake Village, CA 91306

By: _____
Name, Title

By: _____
Name, Title

Exhibit A

SCOPE OF WORK

The consultant's services shall include, but not be limited to, the following:

Task 1 Evaluation of Total Maximum Daily Load (TMDL) Monitoring Requirements

1.1 Kick-off Meeting

1.2 Review TMDL Water Quality Monitoring Requirements

The Contractor shall review the Malibu Creek and Lagoon Bacteria TMDL Monitoring Plan (TMDL Monitoring Plan), included herewith as Attachment D, developed by the County of Los Angeles, in cooperation with the other responsible agencies, as required by the Regional Water Quality Control Board Resolution No. 2004-019R and Basin Plan Amendment.

1.3 Conduct Site Assessment

Contractor shall conduct a site assessment of each of the 11 monitoring locations in Los Angeles County to determine site-specific requirements. Each site shall be sampled weekly pursuant to the TMDL Monitoring Plan for Dry- and Wet-Weather Sampling. Attachment D, Figure 1, provides a general location map of the monitoring locations. Table 1 below provides the coordinates.

TABLE 1
Monitoring Site Locations

SITE ID	Subwatershed	County	MCW TMDL CMP Coordinates
MCW-1	Malibu Lagoon	Los Angeles	N 34°02.069' W 118°40.969'
MCW-2	Lower Malibu Creek	Los Angeles	N 34°02.825' W 118°41.371'
MCW-3	Middle Malibu Creek	Los Angeles	N 34°04.654' W 118°42.105'
MCW-4	Upper Malibu Creek	Los Angeles	N 34°06.001' W 118°43.336'
MCW-5	Cold Creek	Los Angeles	N 34°04.739' W 118°41.996'
MCW-6	Stokes Creek	Los Angeles	N 34°05.902' W 118°42.748'
MCW-7	Lower Las Virgenes	Los Angeles	N 34°05.830' W 118°43.072'
MCW-10	Palo Comado Creek	Los Angeles	N 34°08.585' W 118°45.468'
MCW-11	Lower Medea	Los Angeles	N 34°06.853' W 118°45.339'
MCW-13	Lower Lindero	Los Angeles	N 34°08.592' W 118°45.842'
MCW-16	Triunfo	Los Angeles	N 34°06.438' W 118°46.073'

1.4 Site Access Permits

The Contractor shall prepare and submit the required permit applications and obtain permits from the appropriate agencies to gain access to the monitoring locations. All associated fees will be the responsibility of the contractor.

Task 2 MCW TMDL Monitoring Program

2.1 Quality Assurance/Quality Control (QA/QC) Procedures

In accordance with the TMDL Monitoring Plan, the Contractor shall develop a detailed laboratory protocol and QA/QC procedures and submit to the City Engineer for approval. The QA/QC procedures shall be in accordance with Standard Methods for the Examination of Water and Wastewater, 18-20th Editions.

Task 3 MCW TMDL Monitoring

3.1 Weekly Water Quality Sampling

Following approval of the QA/QC Procedures document, the Agency will issue a written Notice to Begin Monitoring (NTBM) to the Contractor. Upon receipt of the NTBM shall begin weekly sampling from the 11 Monitoring Locations in accordance with the TMDL Monitoring Plan (Attachment E). Sampling will be conducted in accordance with Section 4.1 Sample Procedure in the TMDL Monitoring Plan. Note: Sampling may be conducted on either Monday or Tuesday shall continue over the term of the contract.

3.2 Daily As-Needed Water Quality Sampling

If a single weekly sample shows a water quality sample to be out of compliance with the bacteria TMDL for Malibu Creek, the Contractor shall notify the Agency. Upon approval by the Agency, the Contractor may be requested to conduct daily sampling at a downstream location. The Contractor shall promptly notify the Agency, as soon as a single daily sample exceeds this criterion, however, the amount of single daily samples shall not exceed 5 consecutive days per exceedance.

3.3 Analytical Methodology

Marine/brackish samples collected from the Lagoon will be tested for the presence of total coliform, E. coli or fecal coliform, and enterococcus bacteria. Freshwater samples will be tested for the presence of E. coli and fecal coliform.

Task 4 Data Management and Monitoring Reports

4.1 Data Management

Data collected in accordance with Section 4.0 Metholodogy, including both quantitative and qualitative results, will be stored in a database designed in accordance with the State's Surface Water Ambient Monitoring Program data reporting protocols. Data reports will summarize sampling results as well as contain a running tally of the number of exceedances.

4.2 Weekly Monitoring Reports

On a weekly basis, the Contractor shall submit to the City Engineer electronic data reports summarizing sampling results from the most recently available collection, including a running tally of the number of exceedances.

4.3 Monthly Monitoring Reports

The Contractor shall submit a Monthly TMDL Monitoring Report to the City Engineer within three weeks for data collected during the previous month.

Attachment B

CONFLICT OF INTEREST STATEMENT FOR CONSULTANTS

AS REQUIRED BY THE FAIR POLITICAL PRACTICES COMMISSION (FPPC) UNDER CALIFORNIA GOVERNMENT CODE SECTION 87306

Consultants who make or participate in the making of decisions which may affect financial interests are required to file a Conflict of Interest Statement, Form 730 under Disclosure Category 1.

Consultant, as defined, "shall include any natural person who provides, under contract, information, advice, recommendation, or counsel to a state or local government agency, provided, however, that 'consultant' shall not include a person who:

1. Conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the agency or of any agency official, other than normal contract monitoring; and

2. Possesses no authority with respect to any agency decision beyond rendition of information, advice, recommendation or counsel."

Procedure

1. All Request for Proposals (RFP's) for Consultant services should include the following clause in the General Terms and Conditions:

   Conflict of Interest Disclosure - In accordance with California Government Code Section 97306, the Consultant awarded a contract to provide the requested services, may be required to file a Conflict of Interest Statement, Form 730 no later than 30 days after execution of the contract, annually thereafter prior to April 30th of each year for the duration of the contract, and within 30 days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered.

2. Prior to award of a contract, a determination is made as to whether the Consultant who will be retained to provide certain services is required to file a Conflict of Interest Statement based on the definition of Consultant.

3. The Determination of Reporting Status for Consultant form (Attachment C) is completed by the Department.

4. Award of contract staff reports along with the Determination of Reporting Status for Consultants form are routed to the Support Services Administrator and the

City Attorney's Office prior to submittal to the City Manager's Office. The staff report, Contract and Determination of Reporting Status for Consultants form are then routed to the City Manager's office upon approval for contracts under $15,000, and for inclusion on the City Council Agenda for contracts exceeding $15,000.

5. The Department ensures that all Conflict of Interest filings by the Consultant are forwarded immediately to the City Clerk's office. The Department also does not authorize payment for services rendered until the proper Conflict of Interest filings have been completed.

Attachment C

DETERMINATION OF REPORTING STATUS FOR CONSULTANTS

NAME OF CONSULTANT _____

ADDRESS _____

_____

_____

BRIEF DESCRIPTION OF DUTIES:

_____

_____

_____

_____

On the basis of an evaluation of duties:

_____ I find the consultant is exempt form filing a Conflict of Interest Statement, Form 730. Consultant will not participate in the decision making process.

_____ I find the consultant must file a Conflict of Interest Statement, Form 730, with full disclosure as called for under Category I.

_____ I find the consultant must file a Conflict of Interest Statement, Form 730, with disclosure under Category I as indicated below, based on limited range of responsibilities:

_____ 1. Real property, any loan, any gift, or any income in which the consultant or spouse has an interest within the jurisdiction of the City of Agoura Hills as defined in this Code.

_____ 2. Investments in business entities or income from sources which provide supplies, equipment or services of the type utilized by the department or division for which the Designated Employee is utilized.

PREPARED BY:

_____
Name Date

_____
Title

APPROVED AS TO FORM:

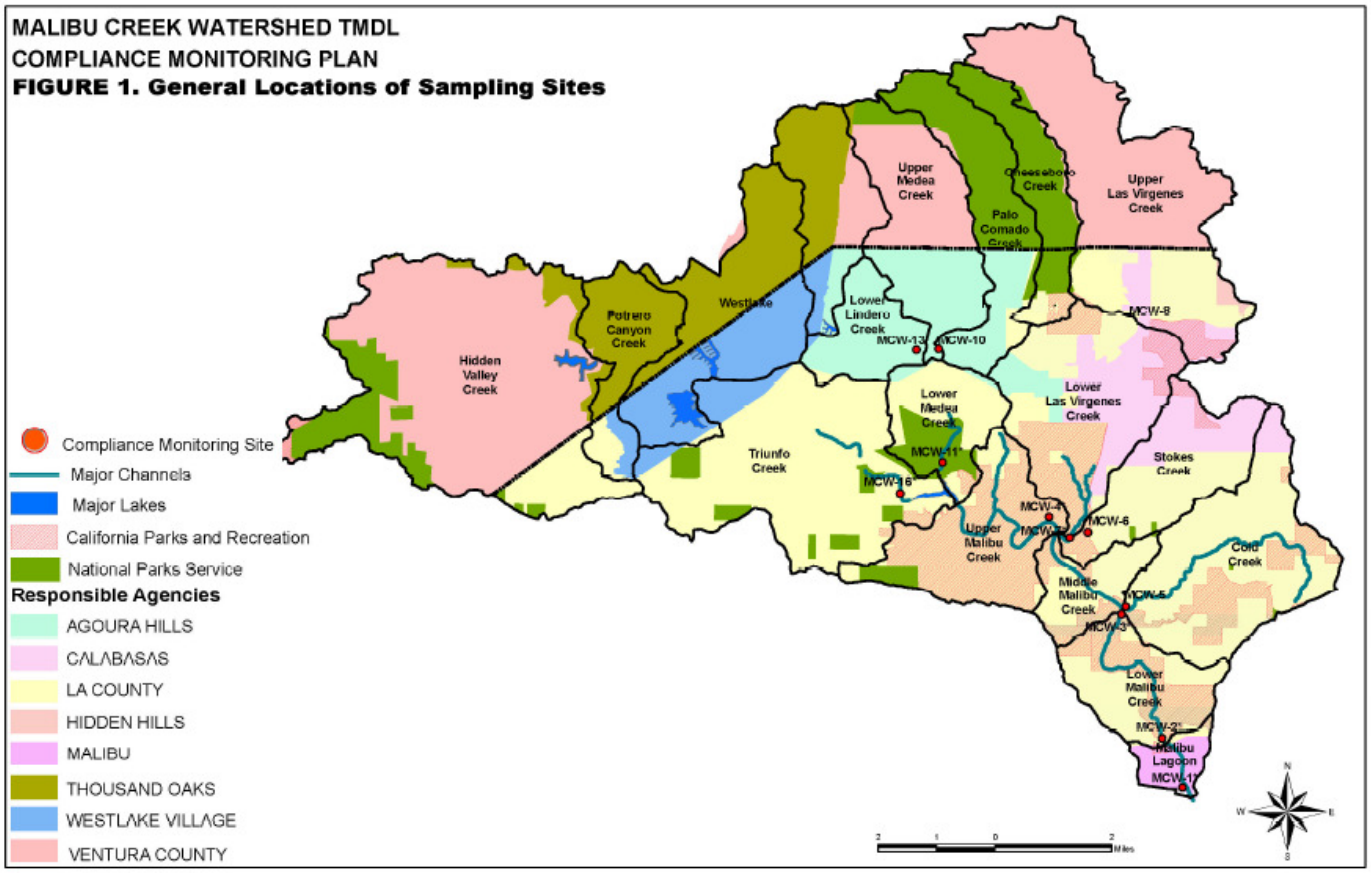
_____
City Attorney

CONCUR WITH DETERMINATION:

_____
Greg Ramirez, City Manager

Attachment D

LOCATIONS OF SAMPLING SITES IN LOS ANGELES COUNTY



Attachment E

MALIBU CREEK AND LAGOON BACTERIA TMDL COMPLIANCE MONITORING PLAN, DATE 9/5/07

MALIBU CREEK AND LAGOON BACTERIA TMDL
COMPLIANCE MONITORING PLAN

PREPARED BY THE
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

SUBMITTED ON BEHALF OF

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
COUNTY OF VENTURA
VENTURA COUNTY WATERSHED PROTECTION DISTRICT
CALIFORNIA DEPARTMENT OF TRANSPORTATION
CITIES OF
AGOURA HILLS
CALABASAS
HIDDEN HILLS
MALIBU
THOUSAND OAKS
WESTLAKE VILLAGE

REVISED SEPTEMBER 5, 2007

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1.0 INTRODUCTION

1.1 Background

The Malibu Creek Watershed is located about 35 miles west of Los Angeles and extends from the Santa Monica Mountains to the Pacific Coast. The watershed is approximately 109 square miles and drains into the Malibu Lagoon and ultimately into Santa Monica Bay when the Lagoon is breached.

Federal Regulations under the Clean Water Act require States to develop a list of impaired waters and the pollutants for which they are impaired, also known as the 303(d) List. Several reaches and tributaries to the Malibu Creek and Lagoon were designated as impaired and included on California's 1998 and 2002 CWA 303(d) list of impaired waters due to excessive amounts of coliform bacteria. The presence of coliform bacteria in surface waters is an indicator that water quality may not be sufficient to maintain the beneficial use of these waters for human body contact recreation (REC-1). To address this issue, States must establish a watershed-based pollutant specific Total Maximum Daily Load to bring impaired waters into compliance with water quality standards necessary for its beneficial uses.

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) released a first draft of the Malibu Creek and Lagoon Bacteria TMDL on December 13, 2004. The TMDL was subsequently approved by the United States Environmental Protection Agency (USEPA) on January 10, 2006, and came into effect on January 24, 2006. One of the TMDL's first requirements is the submittal of a Compliance Monitoring Plan within 120 days of the effective date.

1.2 Participants

This Monitoring Plan is developed by the County of Los Angeles Department of Public Works in coordination with the other responsible jurisdictions and agencies under the TMDL, including the County of Ventura, Ventura County Watershed Protection District, the cities of Agoura Hills, Calabasas, Hidden Hills, Malibu, Thousand Oaks, and Westlake Village; and California Department of Transportation (Caltrans). Implementation of this monitoring program will be funded jointly by these responsible agencies.

During the development of the monitoring plan, feedback was also solicited from the Regional Board, Heal the Bay, and Santa Monica Bay Keeper.

For reference, the TMDL document can be found in Appendix A of this document or on the Regional Board's website at http://www.swrcb.ca.gov/rwqcb4/ .

1.3 Objectives

Data collected from this Monitoring Plan will be used to achieve the following:

1) Characterize the existing water quality as compared to water quality at the reference watershed,
2) Measure compliance with the allowable number of exceedances days set forth by the TMDL; and
3) Provide data to support the re-evaluations that will be made when the TMDL is reconsidered in 2009.

2.0 COMPLIANCE TARGETS

2.1 Numeric Targets

The TMDL establishes multi-part numeric targets based on the bacteriological water quality objectives for marine and fresh water to protect the water contact recreation use (REC-1). The bacteriological objectives are set forth in Chapter 3 of the Regional Water Quality Control Plan (Basin Plan). The objectives are based on four bacteriological indicators and include both the geometric mean[1] limits and single sample limits. The Basin Plan objectives that serve as the numeric targets for this TMDL for marine waters and fresh waters are listed below in Table 1 and Table 2, respectively:

Table 1. Numeric Targets in Marine Waters Designated for Water Contact Recreation (REC-1).

Geometric Mean Limits (Marine Waters)	
Indicator	**mpn/100ml**
Total Coliform	1,000
Fecal Colifom	200
Enterococcus	35
Single Sample Limits (Marine Waters)	
Indicator	**mpn/100ml**
Total Coliform*	10,000
Fecal Coliform	400
Enterococcus	104

*Total coliform density shall not exceed 1,000/100 ml, if the ratio of fecal-to-total coliform exceeds 0.1.

Table 2. Numeric Targets in Fresh Waters Designated for Water Contact Recreation (REC-1).

Geometric Mean Limits (Fresh Waters)	
Indicator	**mpn/100ml**
E. Coli	126
Fecal Colifom	200
Single Sample Limits (Fresh Waters)	
Indicator	**mpn/100ml**
E. Coli	235
Fecal Coliform	400

[1] The geometric mean is defined in Webster's Dictionary as "the n^{th} root of the product of n numbers." Thus, the 30-day geometric mean calculation for the Malibu Creek and Lagoon TMDL will be calculated as the 30th root of the product of 30 numbers (the most recent 30 day results). For weekly sampling, the 30 numbers are obtained by assigning the weekly test result to the remaining days of the week. If more samples are tested within the same week, each test result will supersede the previous result and be assigned to the remaining days of the week until the next sample is collected. This rolling 30-day geometric mean must be calculated for each day, regardless of whether a weekly or daily schedule is selected.

2.2 Allowable Number of Exceedance Days

The TMDL allows some exceedances of the Basin Plan bacteriological objectives to account for bacterial loading from non-anthropogenic sources (e.g. wildlife). The allowable number of exceedance days varies depending on the time of year[2] and sampling frequency. Table 3 summarizes the allowable number of exceedance days for all sampling sites, as well as when these limits must be achieved.

Table 3. Summary of compliance targets.

Time of Year	Compliance Deadline	Allowable Number of Exceedance Days			
		Daily Sampling		Weekly Sampling	
		Single Sample Limit	Geometric Mean Limit	Single Sample Limit	Geometric Mean Limit
Summer dry weather	1/24/09*	0	0	0	0
Winter dry weather	1/24/12	3	0	1	0
Wet weather	1/24/16**	17	0	3	0

*May be extended to 1/24/12.
**May be extended up to 7/15/21.

[2] For compliance purposes, the TMDL divides the year into three separate periods:

- summer dry-weather (April 1 –October 31)
- winter dry-weather (November 1 – March 31), and
- wet weather (days with rain events of $\geq$ 0.1 inches of precipitation and the three days following the end of the rain event.

3.0 SAMPLING PROGRAM DESIGN

3.1 Sampling Sites

Eighteen sampling sites will be sampled under this monitoring program. Sites were selected using the following guidelines:

- Seven sites specified in Table 7-10.2 of the TMDL (Noted in Table 4).
- At least one site in each subwatershed;
- Areas where frequent REC-1 use is known to occur; and
- Availability of previous water quality data;
- Perennial flow; and
- Safe and legal access.

Many of the sites either are or had been previously monitored by other programs. Specifically, one of the proposed sites is also being monitored by Heal the Bay. Four sites are being monitored by the Las Virgenes Municipal Water District. Six sites had been previously monitored under the Malibu Creek Watershed Monitoring Program led by the City of Calabasas and two sites monitored under the Malibu Creek Watershed Water Quality Monitoring Project conducted by the County of Los Angeles Department of Public Works. Table 4 lists all 18 sampling sites and the subwatershed in which each is located. The general locations of the sampling sites are shown in Figure 1. A more detailed description of each sampling sites is included in Appendix B.

3.2 Frequency

The TMDL allows a choice between daily and weekly sampling for this monitoring program. Responsible agencies have elected to conduct weekly sampling at all sites. Because fewer exceedances will be detected with weekly sampling, the TMDL's allowable number of exceedance days is reduced accordingly when samples are collected weekly.

3.3 Duration

The monitoring program will be implemented as approved until the TMDL is re-considered in 2009/2010. At that time, the program will be re-evaluated so monitoring can be reduced or discontinued at those reaches where beneficial uses are not impaired. It is assumed that such modifications to the approved monitoring program will require Regional Board approval.

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Figure 1. General Locations of Sampling Sites

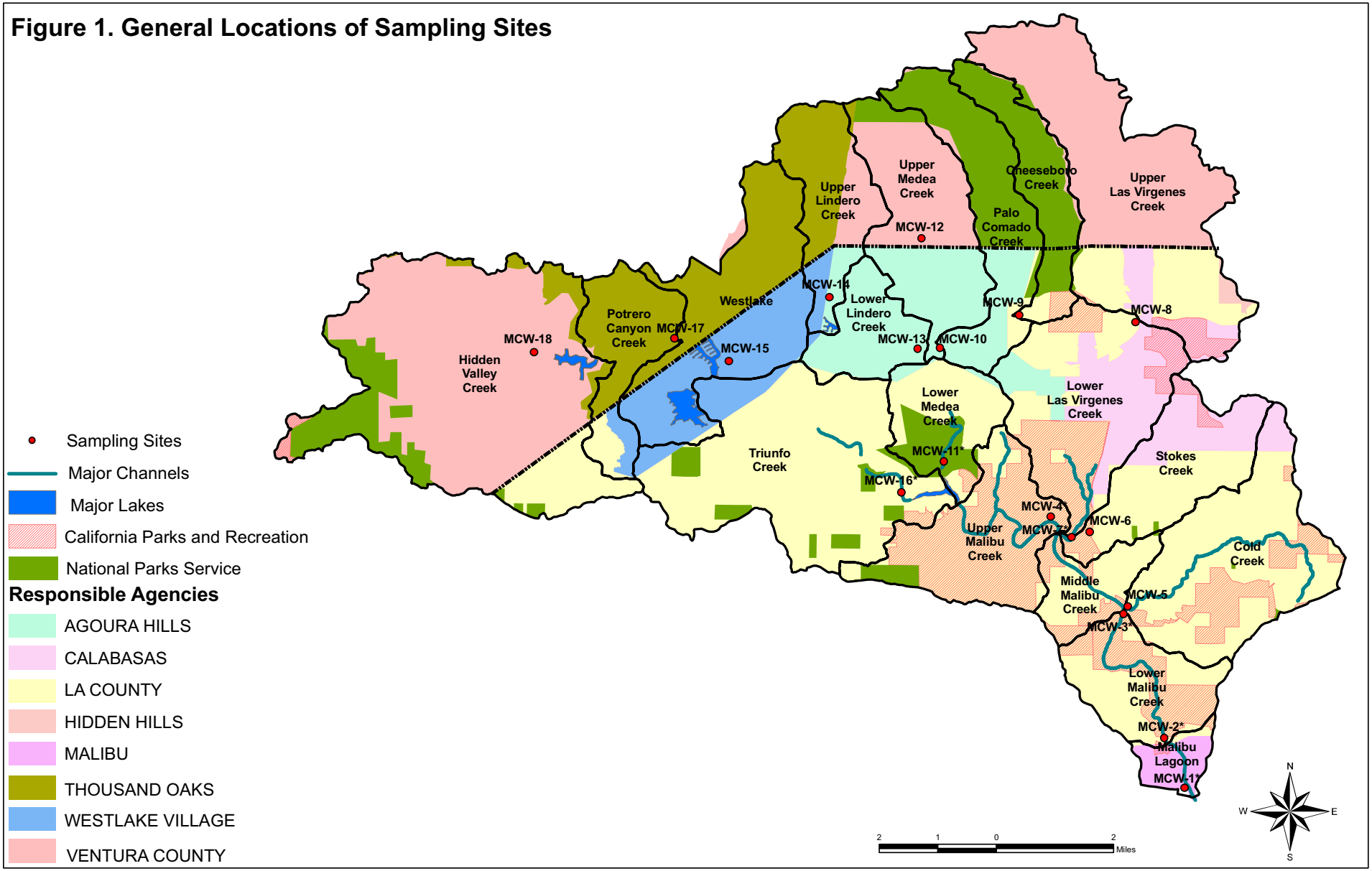

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Table 4. List of Sampling Sites.

Site ID	Subwatershed	Coordinates
MCW-1*	Malibu Lagoon	N 34°02.069’ W 118°40.969’
MCW-2*	Lower Malibu Creek	N 34°02.825’ W 118°41.371’
MCW-3*	Middle Malibu Creek	N 34°04.654’ W 118°42.105’
MCW-4*	Upper Malibu Creek	N 34°06.001’ W 118°43.364’
MCW-5	Cold Creek	N 34°04.739’ W 118°41.996’
MCW-6	Stokes Creek	N 34°05.889’ W 118°42.748’
MCW-7*	Lower Las Virgenes Creek	N 34°05.769’ W 118°43.072’
MCW-8	Upper Las Virgenes Creek	N 34°08.989’ W 118°41.892’
MCW-9	Cheeseboro Creek	N 34°09.082’ W 118°44.058’
MCW-10	Palo Comado Creek	N 34°08.585’ W 118°45.468’
MCW-11*	Lower Medea	N 34°06.921’ W 118°45.339’
MCW-12	Upper Medea	N 34°10.230’ W 118°45.765’
MCW-13	Lower Lindero	N 34°08.592’ W 118°45.842’
MCW-14	Upper Lindero	N 34°09.327’ W 118°47.406’
MCW-15	Westlake	N 34°08.346’ W 118°49.168’
MCW-16*	Triunfo	N 34°06.438’ W 118°46.073’
MCW-17	Potrero Canyon	N 34°08.696’ W 118°50.165’
MCW-18	Hidden Valley	N 34°08.474’ W 118°52.673’

*Required by the Malibu Creek and Lagoon Bacteria TMDL (Table 7-10.2 in the TMDL).

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4.0 METHODOLOGY

Monitoring will begin upon execution of the cost-sharing Memorandum of Agreement between the County of Los Angeles and the other participating responsible agencies, with a goal of no later than six months after the Regional Board's approval of this plan. It is estimated that six months will be needed to hire a consultant team to implement this program.

4.1 Sampling Procedure

Sampling will be conducted by qualified professionals with proper training and in accordance with accepted industry protocols. Responsible agencies intend to contract this program's implementation to outside consultant(s). General sampling procedures are described below. Prior to the start of sampling, a detailed sampling protocol and QA/QC procedures will be submitted to the Regional Board.

Weekly sampling will be conducted on Mondays. Grab samples will be collected, placed on ice, and delivered to the lab under chain-of-custody within the six-hour holding time. Each sample will be associated with recorded observations of site conditions, which should minimally include sample ID, collection date and time, weather conditions including rain measurement, estimated flow rate, environmental conditions (presence of wildlife), suspicious discharges, sample characteristics (color and turbidity), and sampler's name.

Sampling should only occur when conditions are safe. The safety of the sample collector is the top priority and should preclude scheduled sampling.

4.2 Analytical Methodology

Marine/brackish samples collected from the Lagoon will be tested for the presence of total coliform, E. coli or fecal coliform, and enterococcus bacteria. Freshwater samples will be tested for the presence of E. coli and fecal coliform. All indicator groups will be quantified from a single sample collected at the designated monitoring site. Necessary dilutions or aliquot volumes will be processed to insure that reportable values can be determined. Bacterial results are reported as organism type per 100 mL of sample. When selecting analytical bacterial methods for TMDL monitoring, the importance of fast turnaround times (24 hours or less) should be emphasized.

For the marine/brackish samples, the IDEXX chromogenic substrate method E. coli result can be converted to fecal coliform using a 1:1 translator. The application of a 1:1 translator was approved by the Regional Board in October 2002 after review of the IDEXX and Membrane Filtration Study conducted by the City of Los Angeles (approval letter dated October 16, 2002, from Dennis Dickerson, Executive Officer).

Prior to the start of sampling, a detailed laboratory protocol and QA/QC procedures will be submitted to the Regional Board for review.

4.3 Data Management

Data collected as result of this monitoring program will be managed entirely by the consultant team conducting the monitoring. Both quantitative and qualitative results will be stored in a database designed in accordance with the State's Surface Water Ambient Monitoring Program data reporting protocols. Data reports will summarize sampling results as well as contain a running tally of the number of exceedances. Monthly data summary reports will be submitted to the Regional Board as well as participating responsible agencies by the last day of each month for data collected during the previous month.

To determine whether a result falls under the dry- or wet-weather category, a rain gage within the Malibu Creek and Lagoon watershed will be used.

4.4 Quality Assurance/Quality Control

If multiple laboratories are used, each will participate in an inter-laboratory calibration program to ensure consistency of results. Laboratories must employ a program that associates quality assurance with the laboratory facility, staff, instrumentation and equipment, materials and methods, media and reagents, and data validation. The quality assurance procedures shall be in accordance with Standard Methods for the Examination of Water and Wastewater, 18-20th Editions (APHA 1992-98). All participating laboratories must maintain ELAP certification.

APPENDIX A

Attachment A to Resolution No. 2004-019R

Proposed Amendment to the Water Quality Control Plan – Los Angeles Region to incorporate the Malibu Creek and Lagoon Bacteria TMDL

Adopted by the California Regional Water Quality Control Board, Los Angeles Region on December 13, 2004

Amendments:

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Add:

Chapter 7. Total Maximum Daily Loads (TMDLs) Summaries
7-10 Malibu Creek and Lagoon Bacteria TMDL

List of Figures, Tables and Inserts
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Chapter 7. Total Maximum Daily Loads (TMDLs)
Tables
7-10 Malibu Creek and Lagoon Bacteria TMDL
7-10.1. Malibu Creek and Lagoon Bacteria TMDL: Elements
7-10.2. Malibu Creek and Lagoon Bacteria TMDL: Final Allowable Exceedance Days by Sampling Location
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Chapter 7. Total Maximum Daily Loads (TMDLs) Summaries, Section 7-10 (Malibu Creek and Lagoon Bacteria TMDL)

This TMDL was adopted by the Regional Water Quality Control Board on December 13, 2004.

This TMDL was approved by:

The State Water Resources Control Board on September 22, 2005.
The Office of Administrative Law on December 1, 2005.
The U.S. Environmental Protection Agency on January 10, 2006.

The following table includes the elements of this TMDL.

Table 7-10.1. Malibu Creek and Lagoon Basins Bacteria TMDL: Elements

Element	Key Findings and Regulatory Provisions
Problem Statement	Elevated bacterial indicator densities are causing impairment of the water contact recreation (REC-1) beneficial use at Malibu Creek, Lagoon, and adjacent beach. Swimming in waters with elevated bacterial indicator densities has long been associated with adverse health effects. Specifically, local and national epidemiological studies compel the conclusion that there is a causal relationship between adverse health effects and recreational water quality, as measured by bacterial indicator densities.
Numeric Target *(Interpretation of the numeric water quality objective, used to calculate the waste load allocations)*	The TMDL has a multi-part numeric target based on the bacteriological water quality objectives for marine and fresh water to protect the water contact recreation use. These targets are the most appropriate indicators of public health risk in recreational waters. These bacteriological objectives are set forth in Chapter 3 of the Basin Plan.[1] The objectives are based on four bacterial indicators and include both geometric mean limits and single sample limits. The Basin Plan objectives that serve as the numeric targets for this TMDL are: In Marine Waters Designated for Water Contact Recreation (REC-1) <u>1. Geometric Mean Limits</u> a. Total coliform density shall not exceed 1,000/100 ml. b. Fecal coliform density shall not exceed 200/100 ml. c. Enterococcus density shall not exceed 35/100 ml. <u>2. Single Sample Limits</u> a. Total coliform density shall not exceed 10,000/100 ml. b. Fecal coliform density shall not exceed 400/100 ml. c. Enterococcus density shall not exceed 104/100 ml. d. Total coliform density shall not exceed 1,000/100 ml, if the ratio of fecal-to-total coliform exceeds 0.1. In Fresh Waters Designated for Water Contact Recreation (REC-1) 1. Geometric Mean Limits a. E. coli density shall not exceed 126/100 ml. b. Fecal coliform density shall not exceed 200/100 ml. 2. Single Sample Limits a. E. coli density shall not exceed 235/100 ml. b. Fecal coliform density shall not exceed 400/100 ml.

[1] The bacteriological objectives were revised by a Basin Plan amendment adopted by the Regional Board on October 25, 2001, and subsequently approved by the State Water Resources Control Board, the Office of Administrative Law and finally by U.S. EPA on September 25, 2002.

Element	Key Findings and Regulatory Provisions
	These objectives are generally based on an acceptable health risk for marine recreational waters of 19 illnesses per 1,000 exposed individuals as set by the US EPA (US EPA, 1986). The targets apply throughout the year. The final compliance point for the targets is the point at which the effluent from a discharge initially mixes with the receiving water. Implementation of the above bacteria objectives and the associated TMDL numeric targets is achieved using a 'reference system/anti-degradation approach' rather than the alternative 'natural sources exclusion approach' or strict application of the single sample objectives. As required by the CWA and Porter-Cologne Water Quality Control Act, Basin Plans include beneficial uses of waters, water quality objectives to protect those uses, an anti-degradation policy, collectively referred to as water quality standards, and other plans and policies necessary to implement water quality standards. The 'reference system/anti-degradation approach' means that on the basis of historical exceedance levels at existing monitoring locations, including a local reference beach within Santa Monica Bay, a certain number of daily exceedances of the single sample bacteria objectives are permitted. The allowable number of exceedance days is set such that (1) bacteriological water quality at any site is at least as good as at a designated reference site within the watershed and (2) there is no degradation of existing bacteriological water quality. This approach recognizes that there are natural sources of bacteria that may cause or contribute to exceedances of the single sample objectives and that it is not the intent of the Regional Board to require treatment or diversion of natural coastal creeks or to require treatment of natural sources of bacteria from undeveloped areas. The geometric mean targets may not be exceeded at any time. The rolling 30-day geometric means will be calculated on each day. If weekly sampling is conducted, the weekly sample result will be assigned to the remaining days of the week in order to calculate the daily rolling 30-day geometric mean. For the single sample targets, each existing monitoring site is assigned an allowable number of exceedance days for three time periods (1) summer dry-weather (April 1 to October 31), (2) winter dry-weather (November 1 to March 31), and (3) wet-weather (defined as days with 0.1 inch of rain or greater and the three days following the rain event.)
Source Analysis	Fecal coliform bacteria may be introduced from a variety of sources including storm water runoff, dry-weather runoff, onsite wastewater treatment systems, and animal wastes. An inventory of possible point and nonpoint sources of fecal coliform bacteria to the waterbody was compiled, and both simple methods and computer modeling were used to estimate bacteria loads for those sources. Source inventories were

Element	Key Findings and Regulatory Provisions
	used in the analysis to identify all potential sources within the Malibu Creek watershed, modeling was used to identify the potential delivery of pathogens into the creeks and the lagoon
Loading Capacity	The loading capacity is defined in terms of bacterial indicator densities, which is the most appropriate for addressing public health risk, and is equivalent to the numeric targets, listed above. As the numeric targets must be met at the point where the effluent from storm drains or other discharge initially mixes with the receiving water throughout the day, no degradation or dilution allowance is provided.
Waste Load Allocations *(for point sources)*	Waste Load Allocations (WLAs) are expressed as the number of daily or weekly sample days that may exceed the single sample limits or 30-day geometric mean limits as identified under "Numeric Target." WLAs are expressed as allowable exceedance days because the bacterial density and frequency of single sample exceedances are the most relevant to public health protection. Zero days of exceedance are allowed for the 30-day geometric mean limits. The allowable days of exceedance for the single sample limits differ depending on season, dry weather or wet-weather, and by sampling locations as described in Table 7-10.2. The allowable number of exceedance days for a monitoring site for each time period is based on the lesser of two criteria (1) exceedance days in the designated reference system and (2) exceedance days based on historical bacteriological data at the monitoring site. This ensures that bacteriological water quality is at least as good as that of a largely undeveloped system and that there is no degradation of existing water quality. However, existing data indicates that the number of exceedance days for all locations assessed in this TMDL were greater than the allowable exceedance days (i.e., number of exceedance days greater than the number at the reference sites). For each monitoring site, allowable exceedance days are set on an annual basis as well as for three time periods. These three periods are: 1. summer dry-weather (April 1 to October 31) 2. winter dry-weather (November 1 to March 31) 3. wet-weather (defined as days of 0.1 inch of rain or more plus three days following the rain event). The responsible jurisdictions and responsible agencies are the County of Los Angeles, County of Ventura, the cities of Malibu, Calabasas, Agoura Hills, Hidden Hills, Simi Valley, Westlake Village, and Thousand Oaks; Caltrans, and the California Department of Parks and Recreation.The responsible jurisdictions and responsible agencies include the permittees and co-permittees of the municipal storm water (MS4) permits for Los Angeles County and Ventura County, and Caltrans. The storm water permittees are individually responsible for the discharges from their municipal separate storm sewer systems to Malibu Creek, Malibu Lagoon or tributaries thereto. The California

Element	Key Findings and Regulatory Provisions
	Department of Parks and Recreation (State Parks), as the owner of the Malibu Lagoon and Malibu Creek State Park, is the responsible agency for these properties. However, since the reference watershed approach used in developing this TMDL is intended to make allowances for natural sources, State Parks is only responsible for: conducting a study of bacteria loadings from birds in the Malibu Lagoon, water quality monitoring, and compliance with load allocations applicable to anthropogenic sources on State Park property (e.g., onsite wastewater treatment systems). The Santa Monica Mountains Conservancy and the National Park Service as the owner of natural parkland also are responsible for water quality monitoring and compliance with load allocations resulting from anthropogenic sources (e.g.,onsite wastewater treatment systems) from lands under their jurisdiction. As discussed in "Source Analysis", discharges from Tapia WWRF and effluent irrigation, and general construction storm water permits are not expected to be a significant source of bacteria. Therefore, the WLAs for these discharges are zero (0) days of allowable exceedances for all three time periods and for the single sample limits and the rolling 30-day geometric mean.
Load Allocations *(for nonpoint sources)*	Load Allocations (LA) are expressed as the number of daily or weekly sample days that may exceed the single sample limits or 30-day geometric mean limits as identified under "Numeric Target." LAs are expressed as allowable exceedance days because the bacterial density and frequency of single sample exceedances are the most relevant to public health protection. Zero days of exceedance are allowed for the 30-day geometric mean limits. The allowable days of exceedance for the single sample limits differ depending on season, dry weather or wet-weather, and by sampling locations as described in Table 7-10.2. The allowable number of exceedance days for a monitoring site for each time period is based on the lesser of two criteria (1) exceedance days in the designated reference system and (2) exceedance days based on historical bacteriological data at the monitoring site. This ensures that bacteriological water quality is at least as good as that of a largely undeveloped system and that there is no degradation of existing water quality. However, existing data indicates that the number of exceedance days for all locations assessed in this TMDL were greater than the allowable exceedance days. For each monitoring site, allowable exceedance days are set on an annual basis as well as for three time periods. These three periods are: 1. summer dry-weather (April 1 to October 31) 2. winter dry-weather (November 1 to March 31) 3. wet-weather (defined as days of 0.1 inch of rain or more plus three days following the rain event).

Element	Key Findings and Regulatory Provisions
	Onsite wastewater treatment systems were identified as the major nonpoint anthropogenic source within the watershed. The responsible agencies are the county and city health departments and/or other local agencies that oversee installation and operation of on-site wastewater treatment systems. However, owners of on-site wastewater treatment systems are responsible for actual discharges.
Implementation	The regulatory mechanisms to implement the TMDL may include, but are not limited to the Los Angeles County Municipal Storm Water NPDES Permit (MS4), Ventura County Municipal Storm Water NPDES Permit, the Caltrans Storm Water Permit, waste discharge requirements (WDRs), MOUs, revised MOUs, general NPDES permits, general industrial storm water permits, general construction storm water permits, and the authority contained in Sections 13225, 13263 and 13267 of the Water Code. Each NPDES permit assigned a WLA shall be reopened or amended at reissuance, in accordance with applicable laws, to incorporate the applicable WLAs as a permit requirement. This TMDL will be implemented in three phases over a ten-year period as outlined in Table 7-10.3. Within three years of the effective date of the TMDL, compliance with the allowable number of summer dry-weather exceedance days and the rolling 30-day geometric mean targets must be achieved. In response to a written request from the responsible jurisdiction or responsible agency subject to conditions described in Table 7-10.3, the Executive Officer of the Regional Board may extend the compliance date for the summer dry-weather allocations from 3 to up to six years from the effective date of this TMDL Within six years of the effective date of the TMDL, compliance with the allowable number of winter dry-weather exceedance days and the rolling 30-day geometric mean targets must be achieved.Within ten years of the effective date of the TMDL, compliance with the allowable number of wet-weather exceedance days and rolling 30-day geometric mean targets must be achieved. To be consistent with the Santa Monica Bay (SMB) Beaches TMDLs, the Regional Board intends to reconsider this TMDL in coordination with the reconsideration of the SMB Beaches TMDLs. The SMB Beaches TMDLs are scheduled to be reviewed in July 2007 (four years from the effective date of the SMB Beaches TMDLs). The review will include a possible revision to the allowable winter dry-weather and wet-weather exceedance days based on additional data on bacterial indicator densities in the wave wash; to re-evaluate the reference system selected to set allowable exceedance levels; and to re-evaluate the reference year used in the calculation of allowable exceedance days. In addition, the method for applying the 30-day geometric mean limit also will be reviewed. The Malibu Creek Bacteria TMDL is scheduled to be reconsidered in three years from the effective date, which is expected to approximately coincide with the reassessment required under the SMB Beaches TMDLs.

Element	Key Findings and Regulatory Provisions
Margin of Safety	A margin of safety has been implicitly included through the following conservative assumptions. • The watershed loadings were based on the 90th percentile year for rain (1993) based on the number of wet weather days. This should provide conservatively high runoff from different land uses for sources of storm water loads • The watershed loadings were also based on a very dry rain year (1994). This ensures compliance with the numeric target during low flows when septic systems and dry urban runoff loads are the major bacterial sources. • The TMDL was based on meeting the fecal 30-day geometric mean target of 200 MPN/ 100 ml, which for these watersheds was estimated to be more stringent level than the allowable exceedance of the single sample standard. This approach also provides assurance that the E. coli single sample standard will not be exceed. • The load reductions established in this TMDL were based on reduction required during the two different critical year conditions. A wet year when storm loads are high, and a more typical dry year when base flows and assimilative capacity is low. This adds a margin of safety for more typical years. In addition, an explicit margin of safety has been incorporated, as the load allocations will allow exceedances of the single sample targets no more than 5% of the time on an annual basis, based on the cumulative allocations proposed for dry and wet weather. Currently, the Regional Board concludes that there is water quality impairment if more than 10% of samples at a site exceed the single sample bacteria objectives annually.
Seasonal Variations and Critical Conditions	Seasonal variations are addressed by developing separate waste load allocations for three time periods (summer dry-weather, winter-dry weather, and wet-weather) based on public health concerns and observed natural background levels of exceedance of bacterial indicators. To establish the critical condition for the wet days, we used rain data from 1993. Based on data from the Regional Board's Santa Monica Bay TMDL this represents the 90th percentile rain year based on rain data from 1947 to 2000. To further evaluate the critical conditions, we modeled a representative dry year. The dry-year critical condition was based on 1994, which was the 50th percentile year in terms of dry weather days for the period of 1947-2000.
Compliance Monitoring	Responsible jurisdictions and agencies shall submit a compliance monitoring plan to the Executive Officer of the Regional Board for approval. The compliance monitoring plan shall specify sampling frequency (daily or weekly) and sampling locations and that will serve

Element	Key Findings and Regulatory Provisions
	as compliance points. This compliance monitoring program is to determine the effectiveness of the TMDL and not to determine compliance with individual load or wasteload allocations for purposes of enforcement. If the number of exceedance days is greater than the allowable number of exceedance days the water body segment shall be considered out-of-compliance with the TMDL. Responsible jurisdictions or agencies shall not be required to initiate an investigation detailed in the next paragraph if a demonstration is made that bacterial sources originating within the jurisdiction of the responsible agency have not caused or contributed to the exceedance. If a single sample shows the discharge or contributing area to be out of compliance, the Regional Board may require, through permit requirements or the authority contained in Water Code section 13267, daily sampling at the downstream location (if it is not already) until all single sample events meet bacteria water quality objectives. Furthermore, if a creek location is out of compliance as determined in the previous paragraph, the Regional Board shall require responsible agencies to initiate an investigation, which at a minimum shall include daily sampling in the target receiving waterbody reach or at the existing monitoring location until all single sample events meet bacteria water quality objectives. The County of Los Angeles, County of Ventura, and municipalities within the Malibu Creek watershed, Caltrans, and the California Department of Parks and Recreation are strongly encouraged to pool efforts and coordinate with other appropriate monitoring agencies in order to meet the challenges posed by this TMDL by developing cooperative compliance monitoring programs.

Note: The complete staff report for the TMDL is available for review upon request.

Table 7-10.2. Malibu Creek and Lagoon Bacteria TMDL: Final Annual Allowable Exceedance Days for Single Sample Limits by Sampling Location

Compliance Deadline		3* years after effective date		6 years after effective date		10 years after effective date	
		Summer Dry Weather ^		Winter Dry Weather ^**		Wet Weather ^**	
		April 1 – October 31		November 1 - March 31		November 1 - October 31	
Station ID	Location Name	Daily sampling (No. days)	Weekly sampling (No. days)	Daily sampling (No. days)	Weekly sampling (No. days)	Daily sampling (No. days)	Weekly sampling (No. days)
LA RWQCB	Triunfo Creek	0	0	3	1	17	3
LA RWQCB	Lower Las Virgenes Creek	0	0	3	1	17	3
LA RWQCB	Lower Medea Creek	0	0	3	1	17	3
LVMWD (R-9)	Upper Malibu Creek, above Las Virgenes Creek	0	0	3	1	17	3
LVMWD (R-2)	Middle Malibu Creek, below Tapia discharge 001	0	0	3	1	17	3
LVMWD (R-3)	Lower Malibu Creek, 3 mi below Tapia	0	0	3	1	17	3
LVMWD (R-4)	Malibu Lagoon, above PCH	0	0	3	1	17	3
LVMWD (R-11)	Malibu Lagoon, below PCH	0	0	3	1	17	3
------	Other sampling stations as identified in the Compliance Monitoring Plan as approved by the Executive Officer including at least one sampling station in each subwatershed, and areas where frequent REC-1 use is known to occur.	0	0	3	1	17	3

Notes: The number of allowable exceedances is based on the lesser of (1) the reference system or (2) existing levels of exceedance based on historical monitoring data.
The allowable number of exceedance days during winter dry-weather is calculated based on the 10th percentile storm year in terms of dry days at the LAX meteorological station
The allowable number of exceedance days during wet-weather is calculated based on the 90th percentile storm year in terms of wet days at the LAX meteorological station.
^ A dry day is defined as a non-wet day. A wet day is defined as a day with a 0.1-inch or more of rain and the three days following the rain event.
* The compliance date may be extended by the Executive Officer to up to 6 years from the effective date.
* *A revision of the TMDL is scheduled for four years after the effective date of the Santa Monica Bay Beaches TMDLs in order to re-evaluate the allowable exceedance days during winter dry-weather and wet-weather based on additional monitoring data and the results of the study of relative loading from storm drains versus birds.

Table 7-10.3. Malibu Creek and Lagoon Bacteria TMDL: Significant Dates

Date	Action
120 days after the effective date of this TMDL	Responsible jurisdictions and responsible agencies must submit a comprehensive bacteria water quality monitoring plan for the Malibu Creek Watershed to the Executive Officer of the Regional Board. The plan must be approved by the Executive Officer before the monitoring data can be considered during the implementation of the TMDL. In developing the 13267 order, the EO will consider costs in relation to the need for data. With respect to benefits to be gained, the TMDL staff report demonstrates the significant impairment and bacteria loading. Further documenting success or failure in achieving waste load allocations will benefit the responsible agencies and all recreational water users. The purpose of the plan is to better characterize existing water quality as compared to water quality at the reference watershed,- and ultimately, to serve as a compliance monitoring plan. The plan must provide for analyses of all applicable bacteria indicators for which the Basin Plan has established objectives including E. coli. For fresh water and enterococcus for marine water. The plan must also include sampling locations that are specified in Table 7-10.2, at least one location in each subwatershed, and areas where frequent REC-1 use is known to occur. However, this is not to imply that a mixing zone has been applied; water quality objectives apply throughout the watershed—not just at the sampling locations.
1 year after effective date of this TMDL	1. Responsible jurisdictions and responsible agencies shall provide a written report to the Regional Board outlining how each intends to cooperatively achieve compliance with the TMDL. The report shall include implementation methods, an implementation schedule, and proposed milestones. Specifically, the plan must include a comprehensive description of all steps to be taken to meet the 3-year summer dry weather compliance schedule, including but not limited to a detailed timeline for all category of bacteria sources under their jurisdictions including but not limited to nuisance flows, urban stormwater, on-site wastewater treatment systems, runoff from homeless encampments, horse facilities, and agricultural runoff. 2. If the responsible jurisdiction or agency is requesting an extension of the summer dry-weather compliance schedule, the plan must include a description of all local ordinances necessary to implement the detailed workplan and assurances that such ordinances have been adopted before the request for an extension is granted. 3. Local agencies regulating on-site wastewater treatment systems shall provide a written report to the Regional Board's Executive Officer detailing the rationale and criteria used to identify high-risk areas where on-site systems have a potential to impact surface waters in the Malibu Creek watershed. Local agencies may use the approaches outlined below in (a) and (b), or an alternative approach as approved

Date	Action
	by the Executive Officer. (a) Responsible agencies may screen for high-risk areas by establishing a monitoring program to determine if discharges from OWTS have impacted or are impacting water quality in Malibu Creek and/or its tributaries. A surface water monitoring program demonstration must include monitoring locations upstream and downstream of the discharge, as well as a location at mid-stream (or at the approximate point of discharge to the surface water) of single or clustered OWTS. Surface water sampling frequency will be weekly for bacteria indicators and monthly for nutrients. A successful demonstration will show no statistically significant increase in bacteria levels in the downstream sampling location(s). (b) Responsible agencies may define the boundaries of high-risk or contributing areas or identify individual OWTS that are contributing to bacteria water quality impairments through groundwater monitoring or through hydrogeologic modeling as described below: (1) Groundwater monitoring must include monitoring in a well no greater than 50-feet hydraulically downgradient from the furthermost extent of the disposal area, or property line of the discharger, whichever is less. At a minimum, sampling frequency for groundwater monitoring will be quarterly. The number, location and construction details of all monitoring wells are subject to approval of the Executive Officer. (2) Responsible agencies may use a risk assessment approach, which uses hydrogeologic modeling to define the boundaries of the high-risk and contributing areas. A workplan for the risk assessment study must be approved by the Executive Officer of the Regional Board. 4. OWTS located in high-risk areas are subject to system upgrades as necessary to demonstrate compliance with applicable effluent limits and/or receiving water objectives. 5. If a responsible jurisdiction or agency is requesting an extension to the wet-weather compliance schedule, the plan must include a description of the integrated water resources (IRP) approach to be implemented, identification of potential markets for water re-use, an estimate of the percentage of collected stormwater that can be re-used, identification of new local ordinances that will be required, a description of new infrastructure required, a list of potential adverse environmental impacts that may result from the IRP, and a workplan and schedule with significant milestones identified. Compliance with the wet-weather allocations

Date	Action
	shall be as soon as possible but under no circumstances shall it exceed 10 years for non-integrated approaches or extend beyond July 15, 2021 for an integrated approach. The Regional Board staff will bring to the Regional Board the aforementioned plans for consideration of extension of the wet-weather compliance date as soon as possible.
2 years after the effective date of this TMDL	The California Department of Parks and Recreation shall provide the Regional Board Executive Officer, a report quantifying the bacteria loading from birds to the Malibu Lagoon. The Regional Board's Executive Officer shall require the responsible jurisdictions and responsible agencies to provide the Regional Board with a reference watershed study. The study shall be designed to collect sufficient information to establish a defensible reference condition for the Malibu Creek and Lagoon watershed.
3 years after effective date of this TMDL** ** May be extended to up to 6 years from the effective date of this TMDL	Achieve compliance with the applicable Load Allocations and Waste Load Allocations, as expressed in terms of allowable days of exceedances of the single sample bacteria limits and the 30-day geometric mean limit during summer dry-weather (April 1 to October 31). In response to a written request from a responsible jurisdiction or responsible agency, the Executive Officer of the Regional Board may extend the compliance date for the summer dry-weather allocations from 3 years to up to 6 years from the effective date of this TMDL. The Executive Officer's decision to extend the summer dry-weather compliance date must be based on supporting documentation to justify the extension, including a detailed work plan, budget and contractual or other commitments by the responsible jurisdiction or responsible agency.
3 years after effective date of this TMDL	The Regional Board shall reconsider this TMDL to: (1) Consider a natural source exclusion for bacteria loadings from birds in the Malibu Lagoon if all anthropogenic sources to the Lagoon have been controlled. (2) Reassess the allowable winter dry-weather and wet-weather exceedances days based on additional data on bacterial indicator densities, and an evaluation of site-specific variability in exceedance levels to determine whether existing water quality is better than water quality at the reference watershed, (3) Reassess the allowable winter dry-weather and wet-weather exceedance days based on a re-evaluation of the selected

Date	Action
	reference watershed and consideration of other reference watersheds that may better represent reaches of the Malibu Creek and Lagoon. (4) Consider whether the allowable winter dry-weather and wet-weather exceedance days should be adjusted annually dependent on the rainfall conditions and an evaluation of natural variability in exceedance levels in the reference system(s), (5) Re-evaluate the reference year used in the calculation of allowable exceedance days, and (6) Re-evaluate whether there is a need for further clarification or revision of the geometric mean implementation provision.
6 years after the effective date of this TMDL	Achieve compliance with the applicable Load Allocations and Waste Load Allocations, expressed as allowable exceedance days during winter dry weather (November 1-March 31) single sample limits and the rolling 30-day geometric mean limit.
10 years after the effective date of this TMDL ** May be extended up to July 15, 2021.	Achieve compliance with the wet-weather Load Allocations and Waste Load Allocations (expressed as allowable exceedance days for wet weather and compliance with the rolling 30-day geometric mean limit.) The Regional Board may extend the wet-weather compliance date up to July 15, 2021 at the Regional Board's discretion, by adopting a subsequent Basin Plan amendment that complies with applicable law.

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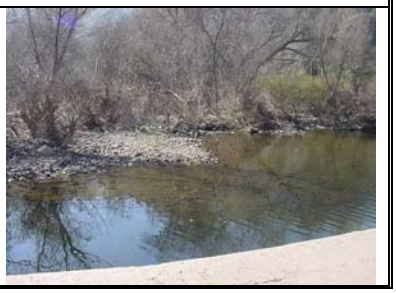
APPENDIX B

Site Id: MCW-1		
Historical Site Id: LVMWD (R-11)	**Subwatershed:** Malibu Lagoon (below PCH)	**Coordinates: N** 34°02.069' **W** 118°40.969'
Comments: This site is located below the bridge on PCH near Cross Creek Road. *LVMWD is the sampling entity & will continue to monitor at this location monthly. *Required by the TMDL.		

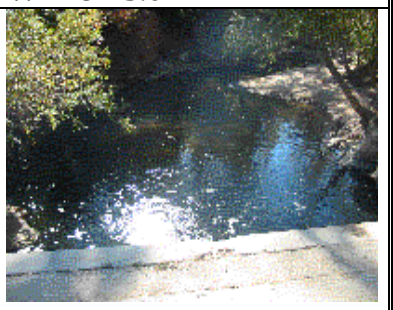
Site Id: MCW-2		
Historical Site Id: LVMWD (R-3)	**Subwatershed:** Lower Malibu Creek	**Coordinates: N** 34°02.825' **W** 118°41.371'
Comments: Inside Serra Canyon Community at 23500 Palm Canyon. This site is located 3 miles below Tapia. This site is accessed through a private community off of PCH called Serra. *LVMWD is the sampling entity & will continue to monitor at this location monthly. *Required by the TMDL.		

Site Id: MCW-3		
Historical Site Id: LVMWD (R-2)	**Subwatershed:** Middle Malibu Creek	**Coordinates: N** 34°04.654' **W** 118°42.105'
Comments: This site is located off of Malibu Canyon Road below Tapia discharge 001. *LVMWD is the sampling entity & will continue to monitor at this location monthly. *Required by the TMDL.		

Site Id: MCW-4		
Historical Site Id: LVMWD (R-9)	**Subwatershed:** Upper Malibu Creek	**Coordinates: N** 34°06.001' **W** 118°43.364'
Comments: This site is located at Malibu Creek in L.A. County unincorporated area above the confluence with Las Virgenes Creek. *LVMWD is the sampling entity & will continue to monitor at this location monthly. *Required by the TMDL.		

Site Id: MCW-5		
Historical Site Id: CC	**Subwatershed:** Cold Creek	**Coordinates: N** 34°04.739' **W** 118°41.996'
Comments: From 101 Freeway, go south on Las Virgenes Road. Make a left on Piuma Road. Off of Piuma Road, between Crater Camp Drive and Live Oak Circle Drive. There is a dead tree that has a cat carved into it which is across the street from the site. *The City of Calabasas is the sampling entity. Sampling frequency is not known at this time.		

Site Id: MCW-6		
Historical Site Id: New Site	**Subwatershed:** Stokes Creek	**Coordinates: N** 34°05.889' W 118°42.748'
Comments: This site is located in Malibu Creek State Park. Once you enter Malibu Creek State Park from the Las Virgenes Road entrance, pass the booth and make an immediate left onto the gravel road. Continue down the road until you reach the tan and green building. Access to the creek is located behind the tan and green building.		

Site Id: MCW-7		
Historical Site Id: Heal the Bay site #5	**Subwatershed:** Lower Las Virgenes Creek	**Coordinates: N** 34°05.769' **W** 118°43.072'
Comments: This site is located in Malibu Creek State Park. It is off a bridge near the Las Virgenes Road entrance. Site is located directly above area that is used for recreation so the results aren't skewed by contributions of bacteria from recreational users. *The RWQCB and Heal the Bay are the sampling entities. Sampling frequency is not known at this time. *Required by the TMDL.		

Site Id: MCW-8		
Historical Site Id: New Site	**Subwatershed:** Upper Las Virgenes Creek	**Coordinates: N** 34°08.989' **W** 118°41.892'
Comments: Northwest side at intersection of Las Virgenes Road and the 101 Freeway. Park at the Fire Station. The site access is located adjacent to the north-bound freeway on-ramp.		

Site Id: MCW-9		
Historical Site Id: New Site	**Subwatershed:** Chesebro Canyon	**Coordinates: N** 34°09.082' **W** 118°44.058'
Comments: This site is located in Los Angeles County unincorporated. From the 101 Freeway exit Cheseboro and go north on Palo Comado Canyon Road. Make a right onto Chesebro Road and continue until you reach a small bridge. Chesebro Creek is to the right side of the bridge and Palo Comado Canyon Creek is to the left side. There is a low wooden fence to climb over to access the site.		

Site Id: MCW-10		
Historical Site Id: Site #3	**Subwatershed:** Palo Comado	**Coordinates: N** 34°08.585' **W** 118°45.468'
Comments: From the 101 Freeway, exit Kanan Road and go south. Make a left onto Agoura Road and enter the Los Angeles County yard (on your right side). *LACDPW was the sampling entity. Sampling at this site has concluded		

Site Id: MCW-11		
Historical Site Id: Med2	**Subwatershed:** Lower Medea	**Coordinates: N** 34°06.921' **W** 118°45.339'
Comments: This site is situated in Paramount Ranch (Santa Monica Mountains National Recreation Area) at the Cornell Road entrance at the bridge at the edge of the parking lot. *The RWQCB and the City of Calabasas is the sampling entity. Sampling frequency is not known at this time. *Required by the TMDL.		

Site Id: MCW-12		
Historical Site Id: Med1	**Subwatershed:** Upper Medea	**Coordinates: N** 34°10.230' **W** 118°45.765'
Comments: From the 101 Freeway, exit Kanan Road and go north. Turn left onto Conifer Street. Sampling location is south of metal culvert on left hand side. *LACDPW and the City of Calabasas were the sampling entities. Sampling at this site has concluded..		

Site Id: MCW-13		
Historical Site Id: Site #5	**Subwatershed:** Lower Lindero	**Coordinates: N** 34°08.592' **W** 118°45.842'
Comments: Downstream of Lindero Lake at the end of an underground concrete culvert on the south side of Agoura Road west of Kanan Road. It outlets to a scour pond of concrete riprap leading to a natural channel. *LACDPW was the sampling entity. Sampling at this site has concluded..		

Site Id: MCW-14		
Historical Site Id: Lin1	**Subwatershed:** Upper Lindero	**Coordinates: N** 34°09.327' **W** 118°47.406'
Comments: This site is located in the City of Westlake Village. From the 101 Freeway, exit Lindero Canyon Road, go north onto Lindero Canyon Road. Make a right onto Thousand Oaks Blvd. The site is located on the left side of Thousand Oaks Blvd between Portola Center Drive and Lake Lindero Drive (at country club/golf course). Flow from this Lake Lindero Country Club site drains into Lake Lindero, which sits at the bottom of the watershed. *The City of Calabasas is the sampling entity. Sampling frequency is not known at this time.		

Site Id: MCW-15		
Historical Site Id: RUS	**Subwatershed:** Westlake (Russel Creek)	**Coordinates: N** 34°08.346' **W** 118°49.168'
Comments: Site is located above reaching Westlake. From the 101 Freeway, exit Lindero Canyon Road and go south. Make a left onto Lakeview Canyon Road. Enter the flood access road at the corner of Lindero Canyon Road and Lakeview Canyon Road. Park next to Los Angeles County Fire Station 144. *The City of Calabasas is the sampling entity. Sampling frequency is not known at this time.		No available photograph at this time.

Site Id: MCW-16		
Historical Site Id: TRI	**Subwatershed:** Triunfo Creek	**Coordinates: N** 34°06.438' **W** 118°46.073'
Comments: Triunfo Creek before it feeds into Malibou Lake. From the 101 Freeway, exit Kanan Road and go south on Kanan Road. Make a left on Troutdale Drive. Make a left onto Mulholland Hwy, then make a right on Lake Vista Drive. Make a right into Green Willow Ranch and stop at the bridge. *The RWQCB and the City of Calabasas are the sampling entities. Sampling frequency is not known at this time. *Required by the TMDL		

Site Id: MCW-17		
Historical Site Id: POT	**Subwatershed:** Potrero Canyon Creek	**Coordinates: N** 34°08.696' **W** 118°50.165'
Comments: From the 101 Freeway, exit Westlake Blvd/23 and go south, make a left on Triunfo Canyon Road. Cross over a bridge and make an immediate right on Glastonbury Road and go about 100 feet (across from Hillsbury Road) to the access road. Need to obtain the flood control access road key from Ventura County Flood Control District: (805) 654-5000.		

Site Id: MCW-18		
Historical Site Id: New Site	**Subwatershed:** Hidden Valley Creek	**Coordinates: N** 34°08.474' **W** 118°52.673'
Comments: North of "Ventura Farms, Arabian Division" at 235 Stafford Road" and Lake Sherwood. Likely to be dry during the summer. This site is located in Ventura County.		

07-LA-1, PM 46.8/47.2
07-LA-23, PM 6.9/8.9
07-LA-101, PM 29.3/38.19
07-VEN-23, PM 0.0/3.29
07-VEN-101, PM 0.0/1.1
MALIBU CREEK BACTERIA TMDL
COORDINATED MONITORING PLAN IMPLEMENTATION
CALTRANS AGREEMENT NO. 07-4824
EA 910204

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF MALIBU, a municipal corporation (hereinafter referred to as MALIBU), the CITY OF CALABASAS, a municipal corporation (hereinafter referred to as CALABASAS), the CITY OF WESTLAKE VILLAGE, a municipal corporation (hereinafter referred to as WESTLAKE VILLAGE), the CITY OF HIDDEN HILLS, a municipal corporation (hereinafter referred to as HIDDEN HILLS), the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as LA COUNTY), the STATE OF CALIFORNIA, through its Department of Transportation (hereinafter referred to as CALTRANS) (all of the aforementioned are hereinafter collectively referred to as PARTICIPATING AGENCIES)**,** and the CITY OF AGOURA HILLS, a municipal corporation (hereinafter referred to as AGOURA HILLS).

W I T N E S S E T H

WHEREAS, LA COUNTY is administering all matters for the Los Angeles County Flood Control District (hereinafter referred to as DISTRICT), pursuant to Section 56-3/4 of the LA COUNTY'S Charter and in accordance with an Agreement approved on December 26, 1984, between LA COUNTY and DISTRICT; and

WHEREAS, on March 21, 2003, the United States Environmental Protection Agency (USEPA) established a Total Maximum Daily Load (TMDL) for bacteria in the Malibu Creek Watershed; and

WHEREAS, on December 13, 2004, the California Regional Water Quality Control Board, Los Angeles Region (RWQCB), adopted Resolution No. 2004-019R to incorporate a revised TMDL for bacteria in the Malibu Creek Watershed; and

WHEREAS, Resolution No. 2004-019R was subsequently approved by the State Water Resources Control Board, the State Office of Administrative Law, and the USEPA and became effective on January 24, 2006; and

WHEREAS, Resolution No. 2004-019R also designates responsible jurisdictions and responsible agencies, including the permittees and copermittees of the municipal stormwater permits for Los Angeles and Ventura Counties and the Caltrans Statewide Stormwater Permits with respect to the discharges from their stormwater systems to Malibu Creek, Malibu Lagoon, and tributaries thereto; and

WHEREAS, Resolution No. 2004-019R required responsible jurisdictions and responsible agencies to provide to the RWQCB a coordinated monitoring plan, outlining a water quality monitoring strategy to better characterize the existing water quality and to ultimately serve as the compliance monitoring plan for the Malibu Creek and Lagoon Bacteria TMDL; and

WHEREAS, on September 11, 2007, the RWQCB approved the Malibu Creek and Lagoon Bacteria TMDL Compliance Monitoring Plan (herein-after referred to as MONITORING PLAN) submitted by the PARTICIPATING AGENCIES and AGOURA HILLS; and

WHEREAS, the PARTICIPATING AGENCIES desire to have AGOURA HILLS contract for the services of a consultant to implement the MONITORING PLAN, administer the consultant services contract, provide project management services, and submit the results of the MONITORING PLAN to the RWQCB; and

WHEREAS, AGOURA HILLS is willing to perform the desired services described in the MONITORING PLAN and as described above; and

WHEREAS, the PARTICIPATING AGENCIES and AGOURA HILLS desire to share, based on respective jurisdictional land area, the monetary cost of implementing the MONITORING PLAN as described by the cost-sharing formula and estimated management costs set forth in Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by PARTICIPATING AGENCIES and AGOURA HILLS and of the promises herein contained, it is hereby agreed as follows:

(1) PARTICIPATING AGENCIES, AND EACH OF THEM, AGREE:

a. To provide reasonable assistance to AGOURA HILLS in the preparation of any necessary information and documents related to implementation of the MONITORING PLAN.

b. To designate a representative to ensure that each of the PARTICIPATING AGENCIES maintains a commitment to the implementation of the

MONITORING PLAN. The representative shall also be responsible for providing information requested by the consultant or AGOURA HILLS and ensuring that tasks assigned to the PARTICIPATING AGENCY are completed on schedule.

c. To deposit funds with AGOURA HILLS, within forty-five (45) calendar days after receipt of an annual invoice from AGOURA HILLS, in accordance with the COST-SHARING PERCENTAGES set forth in Exhibit A.

d. To review and approve any documents related to the MONITORING PLAN requested by AGOURA HILLS in a timely manner to meet established deadlines.

e. That AGOURA HILLS shall act on behalf of PARTICIPATING AGENCIES in all matters pertaining to the consultant and in the administration of the consultant services contract for the MONITORING PLAN, and that AGOURA HILLS shall be solely responsible for coordinating the activities of the consultant and ensuring that all issues and concerns of the PARTICIPATING AGENCIES are adequately addressed.

f. Not to hold AGOURA HILLS accountable for other than its pro rata share of the expense of changes or additions to the MONITORING PLAN, as provided in Exhibit A.

(2) CALTRANS FURTHER AGREES:

a. That CALTRANS' funding encumbered under this AGREEMENT is evidenced by the signature of its District Budget Manager certifying that CALTRANS' portion of the funds, as provided in Exhibit A, have been allocated and encumbered to pay for CALTRANS' share of the cost of the implementation of the MONITORING PLAN. Any cost to be invoiced above this sum will require an amendment to this AGREEMENT.

(3) AGOURA HILLS AGREES:

a. To award a contract for consultant services to implement the MONITORING PLAN, to execute and administer the contract, and to act on behalf of PARTICIPATING AGENCIES in all matters pertaining thereto.

b. To fund AGOURA HILLS's share of the cost of the implementation of the MONITORING PLAN in accordance with the COST-SHARING PERCENTAGES set forth in Exhibit A.

c. To furnish PARTICIPATING AGENCIES a final accounting of the cost of the implementation of the MONITORING PLAN for each quarter that the plan is in effect, within one hundred twenty (120) calendar days after the

completion of the activities set forth for that quarter or other later date as may be determined by AGOURA HILLS and approved by the designated representatives of PARTICIPATING AGENCIES.

d. As set forth in Exhibit A, it is anticipated that the cost of implementing the MONITORING PLAN for the first year will be One Hundred Five Thousand Nine Hundred Eighty Seven and 80/100 Dollars ($105,987.80). The second year will be One Hundred Seven Thousand Four Hundred Sixty Seven and 50/100 Dollars ($107,467.50). And, the third year will be One Hundred Seven Thousand Eight Hundred Eighty and 81/100 Dollars ($107,880.81).

e. As set forth in Exhibit A, if it is determined that the cost of implementing the MONITORING PLAN for each year will be more than that year's amount, AGOURA HILLS must notify the PARTICIPATING AGENCIES of the amount needed of their respective pro rata shares within a reasonable time after the cost of implementing is determined. If the final annual cost of implementing the MONITORING PLAN is less than the amount deposited by the PARTICIPATING AGENCIES, AGOURA HILLS will refund to PARTICIPATING AGENCIES the amount of their respective pro rata shares of the difference within one hundred twenty (120) calendar days after furnishing the final accounting to PARTICIPATING AGENCIES.

f. To furnish monitoring data to the Regional Board and a copy to PARTICIPATING AGENCIES as set forth in the MONITORING PLAN.

(4) PARTICIPATING AGENCIES AND AGOURA HILLS, AND EACH OF THEM, AGREE:

a. The purpose of this AGREEMENT is to cooperatively, voluntarily, and jointly fund the implementation of the MONITORING PLAN.

b. The parties to this AGREEMENT shall cooperate fully with one another to attain the purposes of this AGREEMENT.

c. Nothing in this AGREEMENT, nor the work set forth in this AGREEMENT, nor any activity approved or carried out by the parties hereunder, shall be interpreted as a waiver of the position that the efforts to be undertaken by the parties are subject to the "Maximum Extent Practicable" standard set forth in the Clean Water Act (33 U.S.C. Section 1251 *et seq*.).

d. The annual cost of implementing the MONITORING PLAN shall not exceed the year's total, as provided in Exhibit A, except with the express written consent of all parties to this AGREEMENT.

e. AGOURA HILLS shall not approve any changes or additions to the MONITORING PLAN and/or to the consultant services contract that will result in an increase in the total cost of the implementation of the MONITORING PLAN, except with the express written consent of all PARTICIPATING AGENCIES.

f. This AGREEMENT shall be effective on the date of the last party's signature and shall terminate on March 10, 2011, except as provided herein and in Section (4) g. This AGREEMENT may be terminated earlier by written consent of all parties to this AGREEMENT. Further, this AGREEMENT may be extended in two (2) year increments with the written approval of all of the representatives of the PARTICIPATING AGENCIES.

g. AGOURA HILLS may unilaterally terminate this AGREEMENT in the event changes or additions are necessary that would increase the total cost of the MONITORING PLAN set forth in Exhibit A and the parties do not amend this AGREEMENT so as to provide for the funding of the increased cost of the MONITORING PLAN. In such an event PARTICIPATING AGENCIES shall only be entitled to a refund of PARTICIPATING AGENCIES' unused funds previously deposited with AGOURA HILLS for the MONITORING PLAN and AGOURA HILLS shall have no further obligation under this AGREEMENT. Upon such unilateral termination by AGOURA HILLS, PARTICIPATING AGENCIES shall receive a copy of all documents and materials developed by AGOURA HILLS or its consultant for the MONITORING PLAN.

h. A PARTICIPATING AGENCY may withdraw from this AGREEMENT upon 60 days written notice to the other parties, subject to payment of any invoice received from AGOURA HILLS prior to or during the 60-day notice period for its share of the cost of the work completed as of the date of its notice of withdrawal, calculated in accordance with the COST-SHARING PERCENTAGES set forth in Exhibit A. The withdrawing party shall forfeit any unused funds previously deposited with AGOURA HILLS, and the withdrawing party's share of future invoices shall be distributed among the remaining parties according to their proportional cost shares set forth in Exhibit A. All parties understand, acknowledge, and agree that withdrawal from this AGREEMENT will terminate any responsibility, liability or obligation of the withdrawing party resulting from this AGREEMENT commencing on the date of the withdrawal, and that the withdrawing party shall remain liable for its share of any loss, debt, or liability incurred prior to the date of the withdrawal. Withdrawal from this AGREEMENT does not release any PARTICIPATING AGENCY from the obligations set forth in Resolution No. 2004-019R.

i. Each party shall indemnify, defend, and hold each of the other parties, including their special districts, agents, officers, and employees, harmless from and against any and all liability and expense arising from any act or omission of such party, its agents, officers, and employees in connection with the performance of this AGREEMENT, including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage; provided, however, that no party shall indemnify another party for that party's own negligence or willful misconduct.

j. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies, defends, and holds each other party harmless for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein. This AGREEMENT is otherwise governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

k. During the term of this AGREEMENT, each of the parties, except CALTRANS, hereby grants to the other parties the right of access and entry to all storm drains, creeks, beaches, and existing monitoring stations at beaches subject to this AGREEMENT (the "Property") at all reasonable times for the purpose of discharging the duties and obligations described in this AGREEMENT. Prior to exercising said right of entry, except during exigent circumstances, the entering party shall provide reasonable written notice to the party that owns the Property. For the purposes of this provision, written notice shall include notice delivered via e-mail and shall be delivered to the applicable party representative at least forty-eight (48) hours in advance of entry onto the Property. Prior to entry, the entering party must receive confirmation from the noticed party that entry may proceed onto the Property. An entering party shall indemnify, defend, and hold harmless the party that owns the Property, its special districts, agents, officers, and employees from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert fees) arising from or connected with its entry onto the Property and work performed on said Property;

provided, however, that no entering party shall indemnify another party for that party's own negligence or willful misconduct.

l. Any party intending to enter onto a CALTRANS right of way shall first make a written request to CALTRANS, identifying the site location, extent of access by persons (and equipment, if any), dates and times of entry, as well as an explanation of the purpose of that entry. CALTRANS shall thereafter determine, within ten (10) working days, if that entry will be allowed without a formal Encroachment Permit issued by the District Permit Engineer as an authorized presence of non-CALTRANS parties not interfering with or threatening the safety of the traveling public or the integrity of the CALTRANS infrastructure. In such case, CALTRANS shall condition that right of entry on the accompaniment of a CALTRANS representative who shall be empowered to restrict or limit the access of those permittees, as deemed necessary, at the sole discretion of CALTRANS. Where adverse impacts to traffic or the traveled way can be anticipated by CALTRANS, CALTRANS may require the requesting party to submit a formal Encroachment Permit application, to be filed and completed together with Traffic Control Plans when necessary (which must be prepared by or under the supervision of a traffic engineer licensed in the State of California) with the District Permit Engineer. An Encroachment Permit may require as much as six (6) weeks to be issued depending upon the extent of coordination and development of traffic controls required for that access. CALTRANS will endeavor, in good faith, to satisfy all requests for access as promptly as possible.

m. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of the resources by the California State Legislature and the allocation of resources by the California Transportation Commission. This AGREEMENT has been written before ascertaining the availability of Federal or State legislative appropriation of funds, for the mutual benefit of the parties in order to avoid program and fiscal delays that would occur if this AGREEMENT were executed after that determination was made. This AGREEMENT is valid and enforceable as to CALTRANS as if sufficient funds have been made available to CALTRANS by the United States Government or California State Legislature for the purposes set forth in this AGREEMENT. If the United States Government or the California State Legislature does not appropriate sufficient funds for CALTRANS to participate in this AGREEMENT, this AGREEMENT may be amended in writing by the parties to reflect any agreed upon reduction in the percentage of funds contributed by CALTRANS to continue its participation in this AGREEMENT. CALTRANS, however, has the option to withdraw from AGREEMENT in the event sufficient funds are not appropriated for CALTRANS. Should CALTRANS exercise its option to withdraw from this

AGREEMENT, CALTRANS shall remain responsible for its share of liability, if any, incurred while participating in this AGREEMENT.

n. No party shall have a financial obligation to any other party or have power to incur a financial obligation or liability on behalf of another party or otherwise act as an agent of another party under this AGREEMENT, except as expressly provided herein.

o. This AGREEMENT may be amended in writing with the signature of all parties in the manner originally executed.

p. The PARTICIPATING AGENCIES and AGOURA HILLS may decide after the initial term of this Agreement that the responsibilities associated with management and implementation of the MONITORING PLAN and the consultant services contract as currently assigned to AGOURA HILLS may be rotated among the PARTICIPATING AGENCIES. A schedule to designate different agencies to be responsible for the management and implementation of the plan may be affected by an amendment to this AGREEMENT in writing with the signature of all parties in the manner originally executed.

q. Any notices, invoices, reports, correspondence, or other communication concerning this AGREEMENT shall be directed to the following, except that any party may change the name or address by giving the other parties at least ten (10) working days written notice of the new name or address:

MALIBU:
Mr. Robert L. Brager
Director of Public Works
City of Malibu
23815 Stuart Ranch Road
Malibu, CA 90265-4861
BBrager@ci.malibu.ca.us
(310) 456-2489 ext. 247

CALABASAS:
Mr. Robert Yalda
Director of Public Works
City of Calabasas
26135 Mureau Road
Calabasas, CA 91302-3172
ryalda@cityofcalabasas.com
(818) 878-4225 ext. 254

AGOURA HILLS:
Mr. Ramiro Adeva
City Engineer
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301-2583
radeva@ci.agoura-hills.ca.us
(818) 597-7322

WESTLAKE VILLAGE:
Mr. John Knipe
City Engineer
City of Westlake Village
31200 Oak Crest Drive
Westlake Village, CA 91361-4643
john@wlv.org
(800) 491-1791

HIDDEN HILLS:
Mr. Dirk Lovett
City Engineer
City of Hidden Hills
6165 Spring Valley Road
Hidden Hills, CA 91302-1257
dirklovett@caaprofessionals.com
(310) 257-2006

CALTRANS:
Mr. Jai Paul Thakur
District Storm Water Program Manager
California Department of Transportation, District 07
Design Division, Engineering Services
100 South Main Street, Suite 100, MS 13
Los Angeles, CA 90012-3602
jai_paul_thakur@dot.ca.dot
(213) 897-7546

LA COUNTY:
Director of Public Works
Attention Mark Pestrella
Watershed Management Division
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460
mpestrel@dpw.lacounty.gov
(626) 458-4300

r. The parties are, and shall at all times remain as to each other, wholly independent entities. No party to this AGREEMENT shall have power to incur any debt, obligation, or liability on behalf of any other party unless expressly provided to the contrary by this AGREEMENT. No employee, agent, or officer of a party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another party. Nothing in this Agreement shall be construed to create an entity separate from the agencies that join in this cooperative effort.

s. This AGREEMENT shall be binding upon and shall inure to the benefit of the respective successors, heirs, and assigns of each party.

t. This AGREEMENT shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

u. If any provision of this AGREEMENT shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this AGREEMENT shall not be affected and this AGREEMENT shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this AGREEMENT.

v. This AGREEMENT may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

w. All parties have been represented by counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting party.

x. Each of the persons signing below on behalf of a party represents and warrants that he or she is authorized to sign this AGREEMENT on behalf of such party.

y. All information and data obtained or developed by PARTICIPATING AGENCIES directly connected with the implementation of this AGREEMENT shall be available upon request, except where prohibited by law, to the other PARTICIPATING AGENCIES without further charge. Use of said reports, data, and information shall appropriately reference the source of all documents as the "Malibu Creek Bacteria Total Maximum Daily Load Coordinated Monitoring Plan," with each PARTICIPATING AGENCIES likewise named.

z. Data compiled, and the results of studies performed, under this AGREEMENT will become public domain upon the completion of the time frame set forth in Section 4(f), or as subsequently amended.

//

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on their behalf by their respective officers, duly authorized, as follows:

Dated: _____

COUNTY OF LOS ANGELES,

By _____
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By_____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By_____
Deputy

Dated: _____

CITY OF MALIBU

By_____

Jim Thorsen, City Manager

ATTEST:

By_____

Lisa Pope, City Clerk

(seal)

APPROVED AS TO FORM:

By_____

Christi Hogin, City Attorney

Dated: _____

CITY OF WESTLAKE VILLAGE,
a municipal corporation

By _____
Philippa Klessig, Mayor

ATTEST:

_____
Raymond B. Taylor, City Clerk

APPROVED AS TO FORM:

_____
Terence Boga, City Attorney

Dated: _____

CITY OF AGOURA HILLS

By _____
John Edelston, Mayor

ATTEST:

_____
Kimberly Rodrigues, City Clerk

APPROVED AS TO FORM:

_____
Craig Steele City Attorney

Dated: _____

CITY OF CALABASAS

By _____
James Bozajian, Mayor

ATTEST:

_____
Robin Parker, City Clerk

APPROVED AS TO FORM:

By: _____
Michael G. Colantuono, City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____
Will Kempton, Director

By _____ Dated: _____
Douglas R. Failing
District Director

APPROVED AS TO FORM:

By __
Attorney

CERTIFIED AS TO FUNDS:

By _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND CONDITIONS:

By:_____
Accounting Administrator

EXHIBIT A: COST SHARING PERCENTAGES

FIRST YEAR

Agency	Jurisdictional Land Acres	Percent Share	Contract Cost	Management Fee	**Agency Annual Total**
County of Los Angeles	19,890	58.72%	$62,240.84	$9,336.13	$71,576.97
State of CA, Dept of Transportation (Caltrans)	342	1.01%	$1,070.20	$160.53	$1,230.74
Agoura Hills	5,178	15.29%	$16,203.27	$2,430.49	$18,633.76
Calabasas	4,279	12.63%	$13,390.07	$2,008.51	$15,398.58
Westlake Village	3,540	10.45%	$11,077.56	$1,661.63	$12,739.19
Malibu	536	1.58%	$1,677.28	$251.59	$1,928.87
Hidden Hills	105	0.31%	$328.57	$49.29	$377.86

SECOND YEAR

Agency	Jurisdictional Land Acres	Percent Share	Contract Cost	Management Fee	**Agency Annual Total**
County of Los Angeles	19,890	58.72%	$63,109.79	$9,466.47	$72,576.26
State of CA, Dept of Transportation (Caltrans)	342	1.01%	$1,085.15	$162.77	$1,247.92
Agoura Hills	5,178	15.29%	$16,429.49	$2,464.42	$18,893.91
Calabasas	4,279	12.63%	$13,577.01	$2,036.55	$15,613.57
Westlake Village	3,540	10.45%	$11,232.21	$1,684.83	$12,917.04
Malibu	536	1.58%	$1,700.70	$255.10	$1,955.80
Hidden Hills	105	0.31%	$333.16	$49.97	$383.13

THIRD YEAR

Agency	Jurisdictional Land Acres	Percent Share	Contract Cost	Management Fee	**Agency Annual Total**
County of Los Angeles	19,890	58.72%	$63,352.50	$9,502.88	$72,855.38
State of CA, Dept of Transportation (Caltrans)	342	1.01%	$1,089.32	$163.40	$1,252.72
Agoura Hills	5,178	15.29%	$16,492.67	$2,473.90	$18,966.57
Calabasas	4,279	12.63%	$13,629.23	$2,044.38	$15,673.61
Westlake Village	3,540	10.45%	$11,275.41	$1,691.31	$12,966.72
Malibu	536	1.58%	$1,707.24	$256.09	$1,963.32
Hidden Hills	105	0.31%	$334.44	$50.17	$384.61